

MEMORANDUM OF UNDERSTANDING

BETWEEN

**SAN BERNARDINO COUNTY CONSOLIDATED FIRE DISTRICT
(COUNTY SERVICE AREA 70)**

AND

**SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION
NON-SAFETY**

JANUARY 1, 2003 – JUNE 24, 2005

RECOGNITION

Pursuant to the provisions of the Special Districts Employee Relations Ordinance and applicable State law, the San Bernardino Public Employees Association is certified as the exclusive recognized employee organization for employees in the (applicable) Units (hereinafter the "Unit"), previously found to be appropriate by the Manager, Human Resources Division, Special Districts/County Fire Departments. The District hereby recognizes San Bernardino Public Employees Association as the exclusive recognized employee organization for the employees in the employee classifications comprising said Unit as listed in the Article "Salary Adjustment," hereof, as well as employees in such classes as may be added to this Unit hereafter by the District.

ACCESS TO PERSONNEL RECORDS

Personnel records are confidential and access to personnel records of the employee shall be limited to the Manager, Human Resources Division, the appointing authority, the Board of Supervisors, or their authorized representatives. Employees currently employed in this Unit, and/or their representatives, designated by the employee in writing, will be allowed to review the employee's personnel records during regular business hours.

Letters of reference and other matters exempted by law shall be excluded from the right of inspection by the employee.

Negative information may be purged from the personnel records, subject to legal constraints, at the sole discretion of the Manager, Human Resources Division, or upon the request of the employee or appointing authority, and upon approval of the Manager, Human Resources Division and the employee shall be so notified.

Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to their Division Manager or Human Resources, as appropriate.

ACCESS TO WORK LOCATIONS

The parties recognize and agree that in order to maintain good employee relations, it is necessary for Labor Relations Representatives of SBPEA to confer with Unit employees during working hours.

Therefore, SBPEA Labor Relations Representatives will be granted access to work locations during regular working hours to investigate and process grievances or appeals. SBPEA Labor Relations Representatives shall be granted access upon obtaining authorization from the appointing authority or designated management representative prior to entering a work location and after advising of the general nature of the business. However, the appointing authority or designated management representative may deny access or terminate access to work locations if in their judgment, it is deemed that the visit would interfere with the efficiency, safety, or

security of operations. The appointing authority shall not unreasonably withhold timely access to work locations. The appointing authority shall ensure that there is at all times someone designated who shall have full authority to approve access. If a request is denied, the appointing authority or designated management representative shall establish a mutually agreeable time for access to the employee.

SBPEA Labor Relations Representatives granted access to work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal.

The appointing authority or designated management representative may mutually establish with the SBPEA Labor Relations Representative reasonable limits as to the number of visits authorized with the same employee on the same issue, and reasonable limits as to the number of employees who may participate in a visit when several employees are affected by a specific issue. Management shall not unduly interfere with SBPEA's access right to work locations.

APPROVAL BY BOARD OF SUPERVISORS

This Memorandum of Understanding is subject to approval by the Board of Supervisors. The parties hereto agree to perform whatever acts are necessary, both jointly and separately, to urge the Board to approve and enforce this Memorandum of Understanding.

Following approval of this Memorandum of Understanding by the Board, its terms and conditions shall be implemented by appropriate ordinance, resolution or other appropriate lawful action.

BENEFIT PLAN

Section 1: Benefit Plan Contributions

- (a) Employees in regular positions scheduled for a minimum of forty (40) hours per pay period are eligible to receive the benefits of this Section in the amounts described in (b) below. Employees must be paid for at least one-half plus one hour of their scheduled hours in order to receive the benefits of this Section. For instance, an employee scheduled to work 80 hours per pay period must be paid at least 41 hours to be eligible for the benefits of this Section.
- (b) Except as provided in Section 3 (Health and Dental Plan Coverage), the bi-weekly amount of the County provided Benefit Plan will be as follows:

Effective Date	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
July 12, 2003	\$87.50	\$175.00
July 10, 2004	\$92.50	\$190.00

- (c) Under no circumstances will the monetary value of the Benefit Plan be prorated.

- (d) Employees who are on an approved medical leave of absence and whose paid hours in a pay period are less than the required number of hours designated in (a) will continue to receive the benefits of this Section for up to six (6) pay periods per episode of illness or injury. Employees who are on an approved Worker's Compensation claim shall receive the benefits of this Section for up to twenty (20) pay periods while off work due to that work injury. Employees who are integrating paid leave time with State Disability Insurance (SDI) shall receive the benefits of this Section under the following circumstances: upon election of full integration of disability payments and paid leave time, employees who are paid less than one-half plus one of their scheduled hours but have available leave balances of one-half plus one of their scheduled hours or more shall receive the benefits of this Article. Employees who are on an approved leave of absence without pay under the Family Medical Leave Act of 1993 will continue to receive the Benefit Plan dollars for up to six (6) pay periods. Employees who are on a leave of absence without pay shall not be eligible to receive the monetary benefits of this Section unless on a medical leave or a Family Medical Leave Act eligible leave.

Section 2: Section 125 Premium Conversion Plan

- (a) Eligible employees shall be provided with a Section 125 Premium Conversion Plan. The purpose of the Plan is to provide employees a choice between paying premiums with either pre-tax salary reductions or after-tax payroll deductions for health insurance, dental insurance, voluntary life (to the IRS specified limit) and accidental death and dismemberment insurance premiums currently maintained for Unit employees or any other program(s) mutually agreed upon by the parties. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium.
- (b) Benefit Plan elections shall not reduce earnable compensation for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association.
- (c) To be eligible for this benefit, an employee must be in a regular position and be regularly scheduled to work at least forty (40) hours in a pay period or be on an approved leave pursuant to the Family Medical Leave Act.
- (d) Election of pre-tax and after-tax payroll deductions shall be made within thirty (30) days of the initial eligibility period in a manner and on such forms designated by the Human Resources Employee Benefits and Services Division Chief. Failure to timely submit appropriate paperwork will result in after-tax deductions for all eligible premiums for the remainder of the Plan year.
- (e) Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document. Examples of mid-year qualifying events include: marriage, divorce, birth, adoption, death, over age dependent, loss of student status, your or your spouse's reduction in work hours, loss of spouse's employment, gain or loss of spouse's insurance, relocation outside an HMO network

service area, entitlement to Medicare for you or your dependent, significant increase in County insurance cost during the Plan year, loss of Medi-Cal or Medicaid coverage and spouse's or dependent's open enrollment. The employee must submit request for a change due to a mid-year qualifying event within thirty (30) days of the qualifying event. Changes will be authorized by the Human Resources Employee Benefits and Services Division Chief, or his/her designee, as long as the change is made on account of or consistent with an employee's change in status.

Section 3: Health and Dental Plan Coverage

- (a) All eligible employees scheduled to work forty (40) hours or more per pay period in a regular position must enroll in a health and dental plan offered by the District. Employees who fail to elect health plan coverage will be automatically enrolled in the health and dental plan with the lowest bi-weekly premium rates available in the geographical location of the employee's primary residence.
- (b) To be eligible for District health and dental plan coverage, an employee must be in a regular position scheduled for a minimum of forty (40) hours per pay period and have received pay for at least one half plus one hour of scheduled hours or be on approved leave pursuant to the Family Medical Leave Act.
- (c) Enrollment elections must remain in effect for the remainder of the Plan year unless an employee becomes ineligible for an HMO network service area.
- (d) Eligible employees may elect to enroll their dependents upon initial eligibility for health and dental insurance. Thereafter, newly eligible dependents may be enrolled within thirty (30) days of obtaining dependent status, such as birth, adoption or marriage.
- (e) Notification of a mid-year qualifying event must be submitted to the Human Resources Employee Benefits and Services Division in accordance with procedures adopted by the District. Employees are responsible for notifying the District within thirty (30) days of dependent's change in eligibility for the District plans.
- (f) Dependent(s) must be removed mid-Plan year when a dependent(s) becomes ineligible for coverage under the insurance plan eligibility rules, for example divorce, over age dependent or gain of coverage on spouse's employer provided insurance.
- (g) Premiums for coverage will be automatically deducted from the employee's pay warrant. Failure to pay premiums will result in loss of coverage for the employee and/or the dependents.
- (h) Employees eligible for health plan coverage who are also enrolled in comparable group health plan sponsored by another employer may elect to discontinue enrollment in their District-sponsored health plan (Opt-Out).
 - 1. Employees who elect to Opt-Out of District sponsored health plan coverage will forfeit the bi-weekly Benefit Plan amounts specified in paragraphs (b) of Section 1

of this Article. Instead, employees of this Unit scheduled for 61 to 80 hours per pay period shall receive one hundred thirty-three dollars and eighty-five cents (\$133.85) per pay period; employees scheduled for 40 to 60 hours shall receive sixty-six dollars and ninety-three cents (\$66.93) per pay period.

2. To receive this Benefit Plan amount, the employee must be paid for a minimum of one-half plus one of their scheduled hours. For instance, an employee scheduled to work 80 hours must be paid for a minimum of forty-one (41) hours.
- (i) Employees eligible for dental plan coverage who are also enrolled in a comparable group dental plan sponsored by another employer may elect to discontinue enrollment in their District-sponsored dental plan.
 - (j) The rules and procedures for electing to Opt-Out of District-sponsored health and dental plan coverage are established and administered by the Human Resources Employee Benefits and Services Division.
1. Employees may elect to Opt-Out of District health and/or dental plan(s) within thirty (30) calendar days of becoming eligible for another employer-sponsored group plan. Verification of coverage is not initially necessary as it will be required during the next annual open enrollment period.
 2. Employees may elect to Opt-Out of District health and/or dental plan(s) during an annual open enrollment period. All employees electing Opt-Out during an annual open enrollment period, for reasons other than initial gain of another employer-sponsored group plan, must provide verification of other group plan coverage.
 3. After initial Opt-Out, employees must re-elect the Opt-Out benefit and provide verification of continued coverage each year during subsequent open enrollment periods.
 4. An employee who elects Opt-Out for dental plan coverage may not re-enroll in a District-sponsored dental plan for a minimum of two (2) years unless the employee involuntarily loses coverage from the other employer-sponsored group dental plan. Employees who elect to enroll in District dental coverage, for reasons other than involuntary loss of another group sponsored dental plan coverage, may enroll during the open enrollment following completion of the two (2) year dental Opt-Out restriction.

NOTE: a voluntary loss of other group dental insurance may result in a break in dental coverage until the two (2) year mandatory Opt-Out period is complete.

5. Employees who voluntarily or involuntarily lose their other group health plan coverage must enroll in a District-sponsored health plan within thirty (30) calendar days. Enrollment in the District-sponsored plan will be provided in accordance with the requirements of the applicable plan. If the employee elects not to enroll

their eligible dependents, the dependents may only be added at a subsequent annual open enrollment period.

6. There must be no break in the employee's health plan coverage between the termination date of the other employer group coverage and enrollment in a District health plan. Terms and conditions of the applicable plan will determine the required retroactive enrollment period and premiums required to implement coverage. Failure to notify the District of loss of group coverage within thirty (30) calendar days will require the employee to pay their insurance premiums retroactively on an after-tax basis.
- (k) An eligible employee whose spouse is also an eligible District employee may elect coverage as a dependent on their spouse's or, if the employee is age eighteen (18) or younger, on their parent's District health and/or dental insurance plan in lieu of individual employee coverage. This is called a "waiver" to their District spouse's or parent's District insurance coverage. Such election must be made within 30 calendar days of the employee's, District parent's, or the District spouse's eligibility for District health and dental insurance. During the Plan year, an employee is responsible for notifying the District within thirty (30) days of ineligibility for the waiver, for example the dependent child turns nineteen (19) or the spouse leaves District employment. Changes will become effective on the first day of the pay period following the receipt and approval of all appropriate documentation. Loss of the spouse or parent's District plan coverage will require the employee to immediately enroll in the District's health and dental plans. Waivers may be changed during any subsequent annual health and dental open enrollment period.
 - (l) The District will establish a Dental Subsidy Fund (Fund) in the amount of \$1,250,000. Effective pay period 16/01, employees who are participating in the lowest-cost dental plan (eligible, enrolled and paying premiums) will receive a premium subsidy of \$3.34 per pay period. The premium subsidy will continue until the Fund and any interest earned have been exhausted.
 - (m) For employees assigned to work in the Needles, Trona, Baker, and Ridgecrest work locations, the District will establish a "Needles Subsidy." The Needles Subsidy will be paid by the employee's Department and will be equal to the amount of the premium difference between the indemnity health plan offered in these specific work locations and the lowest cost health plan provided by the District. This Subsidy will be established each year when premiums change for the District-sponsored health plans. The Subsidy will be discontinued when the lowest cost health plan becomes available to the employees.

BILINGUAL COMPENSATION

Employees in positions designated by the Fire Chief which require employees, as a condition of employment, to perform bilingual translation as a part of their regular duties, shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per

day for such translation. Employees in such positions must be certified as competent by the County Fire Department, Human Resources Division, to be eligible for compensation. Compensation per pay period shall be as follows: effective July 12, 2003, verbal skill level at forty-five dollars (\$45.00) per pay period.

CALL BACK

When an employee in a regular position returns to active duty and the work station at the request of the appointing authority after said employee has been released from active duty and has left the work station, said employee shall be entitled to call back compensation.

Special tours of duty scheduled in advance or when employees are called back within two (2) hours of the beginning of a scheduled tour of duty are not call back hours for the purpose of this Article. An employee need not be assigned to standby duty to be entitled to receive call back compensation.

Call back compensation shall be paid in the following manner: All time actually worked during a call back shall be considered as time actually worked for purposes of the Article "Overtime."

The employee shall be paid for a minimum of two (2) hours worked, provided that there is no overlap of less than two (2) hours between each call back. The two (2) hour minimum begins when the employee acknowledges the page or phone call and indicates they are responding.

CHANGES IN PROVISIONS AFTER ADOPTION

If, after adoption by the governing board of this District of all or part of the provisions contained herein, the governing board proposes to amend any said provisions, then at least thirty (30) calendar days written notice shall be given to the Union to meet and confer with representatives of the Districts concerning any proposed change in provisions.

DEMOTIONS

A demotion is the appointment of an employee from an incumbent position to a position in a different classification for which the maximum rate of pay is lower. An employee demoted for disciplinary reasons shall be placed on the step within the base salary range of the class to which demoted as provided in the Order of Demotion. An employee demoted for non-disciplinary reasons shall be retained at the same salary rate, provided, that the salary rate does not exceed step 11, or final step, of the salary range of the demoted class, except that such an employee may be placed on an "X" step in accordance with the provisions of the Article "Downgradings," with the approval of the appointing authority and the Human Resources Division Manager, SDD/Fire.

A promoted employee who is returned to former classification during the probationary period

shall be placed on the same step within the base salary range for the former classification that the employee was on at time of promotion. No credit shall be granted for time spent at the promoted level for next step advance due date.

DEPENDENT CARE ASSISTANCE PLAN

Employees in regular positions scheduled for a minimum of forty (40) hours per pay period and paid for a minimum of one-half plus one of the scheduled hours, or on an approved leave designated as Family Medical Leave Act are eligible to participate in the Dependent Care Assistance Plan (hereinafter DCAP). DCAP allows eligible employees to elect to receive dependent care assistance benefits which are excludable from gross income under Section 129 and 125 of the Internal Revenue Code, as amended and shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law. DCAP exclusions from gross income do not affect compensation for retirement purposes.

DCAP will be administered by County's Human Resources Division Chief, Employee Benefits and Services consistent with said Section.

Enrollment in the Plan is limited to the annual open enrollment period or within thirty (30) calendar days of entry into an eligible position. Failure to submit participation agreement within the time frame shall result in an election not to participate in the Plan. Enrollment is required every Plan year.

An employee must contribute to DCAP through salary reduction on forms approved by the County's Human Resources Division Chief, Employee Benefits and Services. An employee election to participate shall be irrevocable for the remainder of the Plan year except to the extent permitted under IRS rulings and regulations and with the County's Plan Document. Examples of mid-year "Change in Status" events include: marriage, divorce, birth, adoption, death, over age dependent, loss of student status, your or your spouse's reduction in work hours, loss of spouse's employment, significant increase or decrease in the cost of child care, and spouse's or dependent's enrollment in a similar plan. The employee must submit a request for a change due to a mid-year Change in Status event within thirty (30) days of the qualifying event. The Human Resources Employee Benefits and Services Division Chief, or his/her designee, will authorize changes as long as the change is made on account of or consistent with an employee's Change in Status Event.

DIFFERENTIALS

(a) Certification Differentials

1. Mechanics in this Unit who possess a valid California Fire Mechanics I certification, shall be entitled to a differential of twenty cents (\$.20) per hour over and above their base hourly rate of pay for all hours actually worked. Mechanics in this Unit, who possess a valid California Fire Mechanics II certification, shall be entitled to an additional thirty cents (\$.30) per hour (\$.50 cents per hour above their base hourly rate of pay for all hours actually worked).
2. Lead Mechanics in this Unit who possess a valid California Fire Mechanics II certification, shall be entitled to a differential of twenty cents (\$.20) per hour over and above their base hourly rate of pay for all hours actually worked. Lead Mechanics in this Unit who possess a valid California Fire Mechanics III certification, shall be entitled to an additional thirty cents (\$.30) per hour (\$.50 cents per hour above their base hourly rate of pay for all hours actually worked).

DISTRICT EMPLOYEE RIGHTS

The following are district employee rights:

- (a) The right of employees to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.
- (b) The right of employees to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with the District.
- (c) The right of employees to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal in the part of an appointing authority, supervisor, other employees, or employee organizations as result of his/her exercise of rights granted in this Article.
- (d) The right of SBPEA, upon its request and prior to implementation, to discuss with District Management any significant change in terms or conditions of employment which results in a significant impact on employees, except in emergencies.

DISTRICT MANAGEMENT RIGHTS

All management rights and functions shall remain vested exclusively with the District except those which are clearly and expressly limited in this Agreement. It is recognized merely by way of illustration that such management rights and functions include but are not limited to:

- (a) The right to determine the mission of the District, commission, and work unit.
- (b) The right of full and exclusive control of the management of the District; supervision of all operations; determination of the methods and means of performing any and all work; and composition, assignment, direction, location, and determination of the size and mission of the work force.
- (c) The right to determine the work to be done by the employees, including establishment of levels of service and staffing patterns.
- (d) The right to change or introduce new or improved operations, methods, means or facilities; or, to contract for work to be done.
- (e) The right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards, and promote employees; to establish, revise and enforce work rules; to schedule work time and time off; to transfer, reassign, furlough and lay off employees; to suspend, reduce in step, demote, discharge or otherwise discipline employees for cause; and to otherwise maintain orderly, effective, and efficient operations.

DOWNGRADINGS

When a position is downgraded, the Human Resources Division Manager, SDD/Fire, may authorize continuation of the same salary rate payment to the incumbent employee that the employee received prior to the downgrading of the position by placing the employee on an "X" step, provided that the employee shall receive no future salary rate increases until the salary rate of the position held exceeds the "X" step.

DUAL APPOINTMENT

The appointment of two (2) full-time employees to the same budgeted regular position may be authorized by the Fire Chief to facilitate training, to make assignments to a position which is vacant due to an extended leave of absence, or in an emergency. The most recently hired employee shall be notified in writing by the appointing authority and such notification will clearly define the benefits to which that employee is entitled.

ELECTRONIC FUND TRANSFER

As a condition of employment, all employees hired after March 27, 1999, must make and maintain arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Employees who have not made such arrangements by the end of the 4th pay period after their date of hire shall be subject to termination. In cases where an employee is unable to make arrangements for electronic fund transfer, the Human Resources Division Manager, SDD/Fire, may allow an exception to this Article. Any exceptions

granted may be reviewed periodically for continuation, subject to the approval of the Human Resources Division Manager, SDD/Fire.

EXPENSE REIMBURSEMENT

Section 1: General Provisions

The purpose of this Article is to define the policy and procedures by which employees shall report and be reimbursed for necessary expenses incurred on behalf of the District, except as may be otherwise provided in this Agreement.

Section 2: Responsibilities

It shall be the responsibility of each appointing authority or designee to investigate and approve each request for expense reimbursement. It shall be the responsibility of each employee to obtain prior approval from the appropriate appointing authority or designee to incur a business expense. Prior approval may be in the form of standing orders issued by the appointing authority.

Section 3: Travel Authorization

- (a) Travel outside the State of California must be approved by the County Administrative Officer or designee. Requests for such travel shall be submitted to the County Administrative Office in triplicate on standard "Travel Request" form, unless specifically approved in the district's budget.
- (b) The appointing authority or designee shall initiate Travel Requests. The County Administrative Officer and Auditor-Controller shall be notified in writing of all such designees.
- (c) The appointing authority or designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this Article.

Section 4: Authorization for Attendance at Meetings

- (a) Appointing authorities may authorize attendance at meetings at District expense when the program material is directly related to an important phase of District service and holds promise of benefit to the District as a result of such attendance.
- (b) Authorization for attendance at meetings without expense reimbursement, but on District time, may be granted when the employee is engaged on the District's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to the District.

Section 5: Records and Reimbursements

- (a) Request for expense reimbursement should be submitted once each month, except if the amount claimable for any month does not exceed ten dollars (\$10.00), the submission may be deferred until the amount exceeds ten dollars (\$10.00) or until June 30 during the current fiscal year, which ever occurs first. At the end of the fiscal year, expense reimbursement claims for July 1 and beyond, must be on a separate claim from those expenses claimed for June 30 or earlier.
- (b) Receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:
 - 1. Subsistence, except as otherwise provided in this article.
 - 2. Private mileage.
 - 3. Taxi, street car, bus, and ferry boat fares; bridge and road tolls; and parking fees.
 - 4. Telephone and telegraph charges.
 - 5. Other authorized expenses of less than one dollar (\$1.00).
- (c) Claims for expense reimbursement totaling less than one dollar (\$1.00) in any fiscal year shall not be paid.
- (d) Reimbursement shall not be made for any personal expenses such as, but not limited to: entertainment, barbering, etc.
- (e) Except as otherwise provided in this article, expense reimbursements shall be made on an actual cost basis.

Section 6: Transportation Modes

- (a) The general rule for selection of a mode of transportation is that mode which represents the lowest expense to the District.
- (b) Travel via private automobile.
 - 1. Reimbursement for use of privately owned automobiles to conduct District business shall be at the rate of thirty-two cents (\$0.32) per mile.

Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile, insurance, maintenance, and all other transportation related costs. The District does not provide any insurance for private automobiles used on District business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on District business.

2. When employees, traveling on official District business, leave directly from their principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be equal to the actual mileage from the residence or the mileage computed from the assigned work location, whichever is less. Similarly, if the employee departs from the last work contact point directly to the residence, only such mileage shall be allowed as the lesser distance between it and the assigned work location.

(c) Travel via air.

1. Commercial Aircraft - When commercial aircraft transportation is approved, the "cost of public carrier" shall mean the cost of air coach class rate including tax and security surcharges. Travel via charter aircraft shall be limited to emergencies, or when other types of transportation are impractical or more expensive. Specific prior approval for travel via charter aircraft must be obtained from the County Administrative Officer.
2. Private Aircraft - When private aircraft transportation is approved by the County Administrative Officer, reimbursement will be as follows:
 - (i) Reimbursement for use of aircraft owned or rented and flown by District personnel will be for equivalent road miles at the first mile rate of the current private automobile use reimbursement schedule. Landing or tie down fees will be reimbursed similar to auto parking charges.
 - (ii) Reimbursement for trips to and from the following destinations will be limited to the cost of public carrier except when justified by unusual circumstances as determined by the County Administrative Officer: Sacramento, San Francisco, Oakland, and San Jose.
 - (iii) Authorized charter flights with a licensed charter service providing the aircraft and pilot will be reimbursed at actual cost. Charter flights must be individually approved by the County Administrative Officer prior to departure.
 - (iv) The employee or owner of the aircraft must have a minimum single limit liability insurance coverage of five hundred thousand dollars (\$500,000) for bodily injury and/or property damage and have the District included as an additional insured. Written evidence of such insurance must be on file with County Risk Management.

Section 7: Subsistence

- (a) Subsistence allowances for lodging and meals shall not be allowed without prior approval of the appointing authority or designee as necessary for the purpose of conducting District business. Excess charges greater than the allowances listed below in paragraph (b) and (c) may be authorized under special conditions, such as convention requirement or in an area of unusually high cost (such as San Francisco Bay area, Sacramento, Fresno, Los Angeles and San Diego). If such excess charges exceed the allowances set forth below by more than ten percent (10%), receipts of vouchers will be required for reimbursement.
- (b) The allowance for lodging is seventy-five (\$75.00) plus tax, per night, single.
- (c) Compensation for meal expenses may be provided as follows:
 - 1. Option 1 – With receipts, an employee may be reimbursed for meal expenses up to \$50.00 per day, including tax and gratuity, for three (3) meals, or when separate meals are claimed, eleven dollars (\$11.00) for breakfast; fifteen dollars (\$15.00) for lunch; and twenty-four dollars (\$24.00) for dinner, all including tax and gratuity.
 - 2. Option 2 – Without receipts, an employee may be reimbursed for meal expenses up to \$34.00 per day, including tax and gratuity, for three meals, or when separate meals are claimed, six dollars (\$6.00) for breakfast, nine dollars (\$9.00) for lunch, and nineteen (\$19.00) for dinner, all including tax and gratuity.
 - 3. All meals for a single day must be claimed under either Option 1 or Option 2.
- (d) Meal allowances for a business meeting/conference including meals are the actual cost.
- (e) The parties agree that it is the basic responsibility of employees to anticipate and make provision for their own meals. In emergency situations at the work site, if an employee is unable to obtain a meal due to extraordinary working conditions or an extremely remote work site, the District shall make every effort to provide meals.

Section 8: Expense Advances

Advancement of funds for business expenses can be obtained from the Auditor-Controller's Office through submission of the appropriate form. Advancement shall not exceed the per diem allowances set forth herein. The minimum amount to be advanced is twenty-five dollars (\$25.00).

FULL UNDERSTANDING, MODIFICATION AND WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement each had the full right and adequate opportunity to make demands and proposals with respect to any

subject or matter within the scope of representation, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement for its duration, therefore, constitute the complete and total contract between the District and SBPEA with respect to wages, hours, and other terms and conditions of employment. The District and SBPEA for the life of this Agreement, each voluntarily waives the right to meet and confer in good faith with respect to any subject or matter referred to or covered in this Agreement.

GRIEVANCE PROCEDURE

Section 1: Purpose

The District and Association fully recognize the importance of a viable grievance procedure to aid in the resolution of disputes. As such, this procedure is intended to establish a systematic and orderly method of processing grievances. It is not intended to be used to effect changes in the terms of this Agreement or those matters not covered by this Agreement. The Board of Supervisors and the Association have pledged that their representatives at all levels will extend active, aggressive and continuing efforts to secure prompt disposition of grievances. The initiation of a grievance in good faith by an employee shall not cause any adverse reflection on the employee's standing with immediate supervisors or loyalty as a District employee.

Section 2: Definition of a Grievance

A grievance is a timely, sufficient and good faith allegation by an employee, group of employees, or the Association that there has been a violation concerning the interpretation or application of a specific article(s) of this Agreement. The Association may not independently submit or process a formal grievance unless it alleges that at least one (1) employee within the Unit has suffered detriment as a result of the aggrieved contract provision.

Section 3: Jurisdiction

The Human Resources Division Manager, SDD/Fire or designee shall have the sole authority within the District structure to provide the official management interpretation or application to any and all provisions of this Agreement. The arbitrator has the final authority within the District structure to adjudicate all grievances, as defined or otherwise provided herein. The arbitrator holds no jurisdiction over a grievance where the remedy has been granted or otherwise provided.

Section 4: Exclusions

All matters are excluded from this procedure which deal with the Article on "District Management Rights," project compensation of the Temporary Performance of Higher Level Duties" article; federal or state statutes, rules or regulations; District Personnel Rules; or which are preempted by County Charter or are excluded by an express provision of this Agreement.

There shall be no double or multiple requests or appeals for a same case/same set of circumstances where one adjudicatory body has rendered a decision on the same. Decision is

to be interpreted as excluding a situation where an adjudicatory body has determined it has no jurisdiction in the matter.

Except as otherwise provided by this Agreement or state or federal statute, this grievance procedure shall be the sole and exclusive procedure for seeking recourse on the grievance.

Section 5: Representation

Aggrieved employee(s) may represent themselves or may be represented by the Association. This representation may commence at any step in the grievance procedure. A representative of County Fire Department Human Resources may be in attendance at any step in the Grievance Procedure. The District agrees, within reasonable limits, to compensate the aggrieved employee (s) for time spent during regularly scheduled hours in handling of real and prospective grievances.

Section 6: Consolidation of Grievances

In order to avoid the necessity of processing numerous similar grievances at one time, similar grievances shall be consolidated whenever possible.

Section 7: Time Limitations and Notification

Time limitations are established to settle a grievance quickly. Time limits may be modified only by agreement of the parties in writing. If at any step of this grievance procedure, the grievant is dissatisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved. For purposes of this grievance procedure, notification to a party may be given either personally, by U.S. mail, telephonically, or via e-mail.

The grievant shall promptly proceed to the next step if a reviewing official does not respond within the time limits specified. A grievance may be entertained or advanced to any step beyond Step 2, Human Resources Division, if the parties jointly so agree. A copy of such agreement bearing the signature of the parties shall be filed with the Human Resources Division Manager, SDD/Fire.

When notice is mailed to an employee, it shall be sent to the employee's current address on record. For the purpose of this procedure, notice by mail shall be deemed to have been completed on the fifth calendar day following deposit of notice with the United States Postal Service, unless the party can establish that notice was not actually received as a result of circumstances beyond the party's control.

Section 8: Steps in the Grievance Procedure

The procedures outlined herein constitute the steps necessary to resolve an employee's grievance. The presentation of the informal grievance is an absolute prerequisite to the institution of a formal grievance. The attempt of settlement of grievances must be submitted at Step 1 within fifteen (15) work days after the employee is aware of the conditions precipitating the grievance.

Step 1 – Immediate Supervisor. As a prerequisite to the filing of a formal grievance, the employee having a grievance shall, on a personal face-to-face basis, discuss the complaint with the immediate supervisor. At this step, it is the responsibility of the employee to inform the supervisor that he/she is initiating the grievance process. Within three (3) working days the immediate supervisor shall give the decision to the employee orally. If immediate supervisor is not available, next in command should be notified. The employee shall notify the immediate supervisor if the employee advances the grievance to the next step.

Step 2 – Human Resources Division. If a mutually acceptable solution has not been reached in Step 1, the grievant shall submit the grievance in writing on appropriate forms supplied by the Human Resources Division which shall provide, in order to be considered, a detailed statement of the grievance, including the date of occurrence, names of witnesses or individuals involved, location, applicable Agreement articles alleged to have been violated, date discussed with immediate supervisor, and the specific remedy or action requested. The written grievance shall be filed in triplicate with the Human Resources Division Manager, SDD/Fire within ten (10) working days of oral notification of the immediate supervisor's decision. The Human Resources Division Manager, SDD/Fire, or designee, shall make a determination of whether the grievance is a matter for which the Grievance Procedure is appropriate after consultation with SBPEA. In making such determination, the Human Resources Division Manager, SDD/Fire, or designee, shall determine if: (1) the grievance has been filed in a timely manner; (2) the initial step has been followed, (3) the grievance contains information required, and (4) if the grievance alleges that a specific Memorandum of Understanding article(s) has been misinterpreted, misapplied, or violated. The determination and notification to the grievant and the Association will be made within five (5) working days of receipt of the grievance. If the Human Resources Division Manager, SDD/Fire, or designee, determines that the grievance is not subject to this procedure, the employee or the Association may appeal this decision directly to an arbitrator, in accordance with the provisions of this procedure, within five (5) working days of the receipt of the Human Resources Manager, or designee's decision.

Step 3 – Division Level. If the grievance is accepted, the grievant shall submit the written grievance to the Division Chief/Manager within five (5) working days of notification of the Human Resources Division Manager, SDD/Fire or designee's determination.

The Division Chief/Manager shall meet with the grievant and thoroughly discuss the grievance. The Division Chief/Manager shall submit a written response to the grievant within five (5) working days of receipt of the formal grievance from the employee.

Step 4 – Human Resources Division. If a mutually acceptable solution has not been reached,

the grievant shall submit the written grievance to the Human Resources Division within five (5) working days of the receipt of written response of the Division Chief/Manager.

Following a review of the grievance with the Fire Chief, the Human Resources Division Manager, SDD/Fire or designee shall have full and final authority on behalf of the District to mutually resolve the grievance with the employee/employee's representative within ten (10) working days of receipt of the written grievance of the employee. Such notification shall be rendered in writing to the grievant, the Association and the Fire Chief.

Step 5 – Pre-Arbitration Process. If the grievance has not been satisfactorily resolved at Step 4 by the District and the grievant, a written appeal to arbitration must be filed concurrently with the Human Resources Division Manager, SDD/Fire and the Association within five (5) working days of notification of the decision by the Human Resources Division Manager or designee. The appeal must be presented on the aforementioned grievance form along with a copy of any pertinent documents.

Grievances shall only be advanced to arbitration with the agreement of the Association. The cost for hearing all grievances advanced to arbitration shall be split equally between the District of the grievant and the Association, including any cancellation fee if both parties are mutually responsible, otherwise the party responsible shall pay the entire cancellation fee.

Pre-arbitration conferences are to be mandatory and no grievances shall be forwarded to the arbitration process without the pre-arbitration hearing conference. Within twenty (20) working days of the approval to advance a grievance to arbitration, both parties are required to meet for a pre-arbitration hearing conference with the goal of resolving mutually identified grievance issues.

If resolution is not attained, both parties are obligated at that time to jointly or individually declare stipulations, identify witnesses and exchange exhibits that will be carried forward to the arbitration process, the intent being full disclosure by both sides prior to the arbitration process.

Step 6 – Arbitration. The Human Resources Division Manager, SDD/Fire or designee and the employee or the Association shall select an arbitrator by mutual agreement. Where mutual agreement cannot be reached, the parties shall request a list of arbitrators from the State Mediation and Conciliation Service, and mutually select an arbitrator from said list. Where mutual agreement cannot be made, the arbitrator shall be determined following a striking process. The determination as to which party strikes first shall be based on a coin flip. If the last remaining person on the list is not available, the previously stricken person(s) shall be contacted in reverse order until one is available. The parties shall contact the arbitrator to establish a hearing date acceptable to both parties.

- (a) In reaching a decision and award, the arbitrator shall limit himself/herself to the allegations contained in the grievance presented in relation to the express provisions of the agreement alleged to have been violated. Further, the arbitrator shall have no authority to amend, change, add to, subtract from, or ignore any provisions of this agreement. Lastly, the arbitrator shall not substitute his judgment for that of the District on matters pertaining to the exercise of managerial discretion except where it can be shown by the grievant/Association that the District abused its discretion. The arbitrator

shall not grant any right or relief on any grievance occurring at any time other than the contract period in which such right originated. If the arbitrability of the grievance is in dispute, the arbitrator shall render a decision on the arbitrability of the dispute prior to scheduling a hearing on the merits of the grievance.

- (b) The decision of the arbitrator will be in writing and transmitted to the parties within thirty (30) calendar days after the close of the hearing. This decision may require the Fire Chief or a subordinate to cease and desist from the action which is the subject of the grievance. The arbitrator may also require the Fire Chief to take whatever action is necessary, within the control of the Fire Chief, to remedy the grievance or take other action to relieve the loss, if any, to the employee. Under no conditions can the arbitrator order relief that exceeds the relief requested by the grievant and shall be limited to making the grievant whole. In the event the arbitrator determines that monetary relief is an appropriate remedy, he/she shall limit any retroactive award, including interest, to a date that is no earlier than fifteen (15) working days from the date the grievance was filed in writing.
- (c) The arbitrator's decision shall be transmitted to the Human Resources Division Manager, SDD/Fire and the Association with a copy to the grievant.
- (d) All grievances shall be treated as confidential and no publicity will be provided until the final resolution of the grievance is determined.
- (e) The decision by the arbitrator shall be final and binding on all parties unless appealed or there is a financial impact greater than one thousand dollars (\$1,000), in which case it shall be subject to approval of the Board of Supervisors.
- (f) For grievance decisions with financial impact of greater than one thousand dollars (\$1,000), the Human Resources Division will submit the grievance decision within ten (10) working days to the next meeting of the Board of Supervisors. If the Board of Supervisors fails to act within thirty (30) days following receipt of formal notice of the decision of the arbitrator, it shall become final and binding. A copy of the decision shall be filed with the Human Resources Division, the Association and the grievant.
- (g) The District will submit a request for payment to the Auditor within five (5) working days of the Board's decision.

Prior to Step 5 – Pre-Arbitration. The parties (Human Resources Division Manager, SDD/Fire or designee and the Association) may by mutual agreement utilize mediation for grievances filed under the provisions of this Agreement. The mediation process described in this Section may be invoked only by the two parties identified herein and is expressly an exception to the language contained in Section 5 of this Article.

The parameters of the mediation process, where mutual resolution of the grievance or disciplinary appeal sought, are as follows:

- (a) The parties (Human Resources Division Manager, SDD/Fire or designee and the Association) shall exchange in writing the agreement to refer a specific grievance or disciplinary appeal to mediation.
- (b) The grievant shall have the right to be present, represented by the Association as the sole, exclusive bargaining agent.
- (c) The grievant shall have the Association, as the singular spokesperson, and the District a representative from the Human Resources Division, with neither side allowed the presence of an attorney.
- (d) Any written material submitted to the mediator shall be returned to the party providing the material at the conclusion of the mediation meeting.
- (e) The mediation process shall be as follows:
 - 1. The mediation meeting shall be an informal process, limited to a one (1) hour presentation for each side, not restricted to the rules of evidence, no retention of a proceedings record.
 - 2. The mediator will meet jointly with the parties and separately, if necessary.
 - 3. The mediator has no authority to compel resolution of the matter mediated.
 - 4. The oral advisory opinion of the mediator shall be given at the conclusion of the meeting and the parties may opt to agree in writing to the opinion, reject the same mutually or singularly and proceed to the next step of the usual process, or remove the matter from the process by mutual agreement.
 - 5. The advisory opinion accepted in writing by the two parties does not constitute a precedent and is not admissible as evidence in any future process governed by this Agreement.
- (f) Where possible, the parties shall utilize the mediation services provided by the California State Mediation and Conciliation Service. In the event that the mediation process would result in fees for service rendered by the State or by use of a private hearing officer, such costs shall be equally divided between the District and the Association.

- (g) The post-mediation process is restricted by the following:
1. No person serving in the capacity as a mediator may serve as the hearing officer/arbitrator for the same case should the same be forwarded to arbitration.
 2. No reference to a matter mediated may be utilized in a subsequent arbitration or hearing unless stated in writing at a step prior to the mediation. The penalty for violation of this understanding shall be forfeiture of the hearing or appeal by the party violating the same.
- (h) This procedure may be modified by mutual agreement of both parties.

IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual agreement by all members of the Negotiating team to be jointly submitted to the Board of Supervisors for approval. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until approved by the Board of Supervisors.

LABOR-MANAGEMENT TASK FORCE

The parties recognize that delivery of public services in the most efficient and effective manner is of paramount importance and interest to the District and SBPEA. Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

To this end, the parties agree the Labor-Management Task Force comprised of management and employees shall be created as necessary to address issues which affect the efficient and effective delivery of public services appropriate to each district and Unit employees. The purpose of such task force shall be to:

- (a) Review and provide input on proposed District policies and procedures;
- (b) Develop, review, and prioritize work simplification project proposals;
- (c) Develop and review solutions to specified program problems.

The composition of each task force shall include up to three (3) Management representatives, designated by the appointing authority, and no more than three (3) employees, designated by SBPEA. The task force shall be chaired by the appointing authority or designee. Meetings, will be held as often as necessary to discharge the functions of the task force. The task force will establish reasonable time frames for the accomplishment of its charges.

Recommendations of the task force will be arrived at by consensus and shall be submitted in writing to the appointing authority for final action, subject to review and approval. The task force shall not have any right or authority to abrogate representation rights of SBPEA or District Management Rights.

LEAVE PROVISIONS

Section 1: Sick Leave

(a) Definitions

1. Sick Leave: Sick leave with pay is an insurance or protection provided by the District to be granted in circumstances of adversity to promote the health of the individual employee. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy related illness, confirmed exposure to a serious contagious disease or for a medical, optical or dental appointment. In addition, a maximum of forty (40) hours earned sick leave may be used per occurrence for bereavement due to the death of persons in the immediate or extended family, as defined herein, or any relative living with the employee. A maximum of forty-eight (48) hours earned sick leave per fiscal year may be used for attendance upon the members of the employee's immediate family who require the attention of the employee.
2. Immediate Family: Immediate family is defined as parent, spouse, child, domestic partner or child of a domestic partner, as defined by California Family Code §297.
3. Extended Family: Extended family is defined as grandchild, grandparent, sibling, parent/sibling-in-law, aunt, uncle, niece, nephew, foster child, ward of the court, or any step relations as defined herein.

(b) Accumulation - Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of ninety-six (96) hours per year, or 3.69 hours per pay period. Earned sick leave shall be available for use the first day following the payroll period in which it is earned. The minimum charge against accumulated sick leave shall be fifteen (15) minutes. Employees in regular positions budgeted less than eighty (80) hours per pay period or job shared positions shall receive sick leave accumulation on a pro rata basis.

(c) Compensation - Approved sick leave with pay shall be compensated at the employee's base rate of pay, except as otherwise provided in this agreement.

(d) Administration

1. Investigation - It shall be the responsibility and duty of each appointing authority to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the Human Resources Division Manager, SDD/Fire.
2. The appointing authority or designee must be notified within one-half (1/2) hour after the start of the employee's scheduled tour of duty of a sickness on the first day of absence. It is the responsibility of the employee to keep the appointing authority informed as to continued absence beyond the first day for reasons due to sickness. Failure to make such notification may result in denial of sick leave with pay.
3. Review - The Human Resources Division Manager, SDD/Fire, may review and determine the justification of any request for sick leave with pay and may, in the interest of the Districts, require a medical report by a doctor to support a claim for sick leave pay.
4. Proof - A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness when requested by the appointing authority. In all cases of illness or injury which exceeds five consecutive work days, the employee shall provide a release to return to work from a certified health care provider.
5. Improper Use - Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indispositions, or violation of the rules defined herein will result in denial of sick leave with pay and shall be construed as grounds for disciplinary action including termination.

(e) Sick Leave for Other than Personal Illness/Injury

1. Family Sick Leave – For all units a maximum of one-half (1/2) of the employee's annual accrual of earned sick leave per calendar year may be used for attendance upon the members of the employee's immediate family who require the attention of the employee.

Upon approval of the appointing authority, the employee may use part of this annual allowance for attendance upon members of the employee's extended family residing in the employee's household who require the attention of the employee.

2. Bereavement – A maximum of three (3) days earned sick leave may be used per occurrence for bereavement due to the death of persons in the immediate or extended family, as defined herein, or any relative who resided with the employee.

3. Birth/Adoption – A maximum of forty (40) hours earned sick leave may be used per occurrence for arrival of an adoptive child at the employee's home. An employee (father) may utilize on an annual basis no more than forty (40) hours of accumulated sick leave per calendar year for the birth of his child.
4. Medical, Optical or Dental Appointments – The employee may use sick leave for medical, dental or optical appointments; however, every effort should be made to schedule the appointments at a time of day that will minimize the employee's time off work.

(f) Return-to-Work Medical Clearance

1. Under the following circumstances, all employees who have been off work due to an illness or injury will report to the San Bernardino County Center for Employee Health and Wellness for a medical evaluation of their condition and authorization to return to work before returning to work.
 - (i) Employees whose treating physician or other qualified medical provider has ordered job modification(s) as a condition for either continuing to work or for returning to work after an illness or injury. This applies to both occupational and non-occupational illness or injury.
 - (ii) Employees who have been off work due to communicable diseases such as, but not limited to, chicken pox and measles.
 - (iii) Employees who have been absent on account of a serious medical condition, when so directed by the Fire Chief, or designee, and with concurrence of the San Bernardino County Center for Employee Health and Wellness.
2. Employees are required to attend return-to-work medical appointments at the Center for Employee Health and Wellness on their own time; however, mileage for attending such appointments are eligible for reimbursement pursuant to the Expense Reimbursement Article.
3. It is the responsibility of the employee, covered by (1) (i) - (iii) above, to obtain written notice from their medical provider of their authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, the County shall make available forms to be completed by the medical provider. It is the responsibility of the employee to provide verbal notice to their appointing authority immediately upon receipt of their medical provider's authorization to return to work, and no later than 24 hours after receipt of the notice. The appointing authority or designee will schedule an appropriate medical evaluation for the employee with the Center for Employee Health and Wellness prior to the employee's return to work. The employee shall provide their

medical provider's written notice of authorization to return to work to the Center for Employee Health and Wellness at or prior to the employee's scheduled appointment time.

4. Exceptions to the above requirements may be made on a case-by-case basis by the Medical Director or designee for the Center for Employee Health and Wellness.
 5. The employee is obligated to attend the appointment as scheduled under the conditions outlined above. If the employee fails to adhere to the procedure, the employee is required to use sick leave or leave without pay for any work hours missed. If required notice has been provided, and there is a delay between the employee's appointment with the Center for Employee Health and Wellness and the start of his/her scheduled tour of duty on the day that he/she was released to return to work, the District will pay for work hours missed, without charge to the employee's leave balances.
 6. The final decision on the employee's ability to return to work rests with the medical provider at the Center for Employee Health and Wellness. In the event the employee is not released to return to work by the medical provider at the Center for Employee Health and Wellness, the employee's status would continue on sick leave or, where there is no balance, leave without pay.
- (g) Workers' Compensation - Employees shall receive full salary in lieu of Workers' Compensation benefits and paid sick leave for the first forty (40) hours following an occupational injury or illness, if authorized off work by order of an accepted physician under the Workers' Compensation sections of the California Labor Code. Thereafter, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee.
- (h) Separation - Unused sick leave shall not be payable upon separation of the employee, except as provided in paragraph (i).
- (i) Sick Leave Conversion - Employees who hold regular positions in the District service and are currently members of the San Bernardino County Employees' Retirement Association, shall receive compensation in accordance with the following:

After ten (10) years of continuous service from date of hire in a regular position and upon retirement, death, or separation, an employee or the estate of a deceased employee will be paid for unused sick leave balances according to the following formula:

Sick Leave Balance as of Date of Separation	Cash Payment % of Hours of Sick Leave Balance
480 Hours or less	30%
481 to 600 Hours	35%
601 to 720 Hours	40%
721 to 840 Hours	45%
841 to 960 Hours	50%

Employees who receive a disability retirement due to permanent incapacity to work shall be entitled to one hundred percent (100%) cash payment of any unused sick leave balances, computed at their then current base hourly rate, if they elect an early retirement in lieu of exhausting such accrued sick leave balances. In no event shall any employee, except those receiving a disability retirement, receive compensation under this section in excess of four hundred eighty (480) hours pay computed at the then current base hourly rate of said employee.

- (j) Vacation Conversion Option - Employees who have used less than forty (40) hours of sick leave in a fiscal year (i.e. pay period 15 through pay period 14 of the following year) may, at the employees option, convert sick leave to vacation leave on the following formula: Hours of sick leave used are subtracted from forty (40). Sixty percent (60%) of the remainder, or a portion thereof, may be added to vacation leave to be utilized in the same manner as other accrued vacation leave:

Example:

Sick Leave Hours Used	Hours to be Converted	Vacation
0	40	24.0
8	32	19.2
16	24	14.4
24	16	9.6
32	8	4.8
40	0	0.0

Section 2: Vacation Leave

- (a) Definition - Vacation is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the employee. If any employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the appointing authority.
- (b) Accumulation - Employees in regular positions shall accrue, on a pro rata basis, vacation leave for completed pay periods. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has

completed thirteen 1040 hours of service from the employee's benefit date. Employees in regular positions budgeted less than eighty (80) hours per pay period or job shared positions shall receive vacation leave accumulation on a pro rata basis.

Length of Service From Benefit Date	Annual Vacation Allowance	Maximum Allowed Unused Balance
After 1040 and through 8,320 service hours	80 Hours	160 Hours
Over 8,320 and through 18,720 service hours	120 Hours	240 Hours
Over 18,720 service hours	160 Hours	320 Hours

(c) Administration

1. Vacation periods should be taken annually with the approval of the appointing authority at such time as will not impair the work schedule or efficiency of the department but with consideration given to the well-being of the employee. No employee shall lose earned vacation leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take a vacation leave, the Human Resources Division Manager, SDD/Fire, will approve a waiver of the maximum allowed unused balance for a period not to exceed one thirteen (13) pay period waiver per fiscal year.
2. The minimum charge against accumulated vacation leave shall be fifteen (15) minutes. Vacation leave shall be compensated at the employees' base rate of pay, except as otherwise provided in this Agreement.
3. When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.
4. Employees not planning to return to District employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation and shall not be carried on the payroll. Retiring employees may elect to use vacation leave to enhance retirement benefits or be compensated in a lump sum payment for accrued vacation leave.

Section 3: Holiday Leave

- (a) Fixed Holidays - All employees in regular positions shall be entitled to the following fixed holidays:

January 1st
 Third Monday in January
 (Martin Luther King Jr. Day)
 Third Monday in February
 Last Monday in May (Memorial Day)
 July 4th
 First Monday in September
 (Labor Day)

Second Monday in October
 November 11th (Veteran's Day)
 Thanksgiving Day
 Day after Thanksgiving
 December 24th
 December 25th
 December 31st

- (b) Floating Holidays - Employees in regular positions shall be entitled to a total of eight (8) hours floating holiday time provided that the employee is on the payroll during the entire pay period in which such floating holiday time is to accrue. "Entire pay period" shall mean that an employee must have been hired prior to or at the start of pay period and not have separated prior to the end of the pay period and was paid for at least one-half (1/2) of the accountable hours. Eight (8) hours floating holiday time shall be accrued during the first pay period prior to the third Monday in January.

Floating holidays accrued shall be available for use on the first day following the pay period in which they are accrued, with the approval of the appointing authority. Appointing authorities have the right to schedule employees' time-off for accrued holidays to meet the needs of the service but with consideration given to the well-being of the employee. Employees in regular positions budgeted less than eighty (80) hours per pay period or job shared positions shall receive floating holiday accruals on a pro rata basis; provided, however, that there shall be no prorating of the maximum provided in paragraph (g) herein. The minimum charge against accumulated holiday leave shall be fifteen (15) minutes. Holiday leave shall be compensated at the employee's base rate of pay, except as otherwise provided in this Agreement.

- (c) To receive holiday pay for a fixed holiday, employees must be on the payroll during the entire pay period during which such fixed holiday fell. Entire pay period shall mean that an employee must have been hired prior to or at the start of the pay period and was paid for at least one-half (1/2) of the accountable hours and was as on approved leave for any unpaid hours. Any request for sick leave in conjunction with a fixed holiday must be supported by a doctor's certificate, if requested by the appointing authority.
- (d) When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.
- (e) Whenever an employee is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off the employee shall accrue, on an hour for hour basis, up to a total of eight (8) hours floating holiday time. At the request of the employee, and with approval of the Fire Chief, or designee, straight time payment can be made in lieu of accrual provided such compensation is approved during the pay period in which it is worked.

- (f) When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday. When a fixed holiday falls on a Sunday, the following Monday will be observed as the fixed holiday.
- (g) Any holiday time accrued in excess of sixty-four (64) hours shall be lost if the employee does not take such accrued holiday time off within thirteen (13) pay periods, provided no employee shall lose accrued holiday leave time because of work urgency. Upon retirement or termination, employees shall be compensated for any unused accrued holiday time up to a maximum of sixty-four hours at the then current base rate equivalency unless the employee's position was abolished as a result of a layoff.

Section 4: Compulsory Leave

If in the opinion of the appointing authority, employees are unable to perform the duties of their position for physical or psychological reasons, an examination may be required by a physician or other competent authority designated by the Human Resources Division Manager, SDD/Fire.

If the examination report shows the employee to be in an unfit condition to perform the duties required of the position, the appointing authority shall have the right to compel such employee to take sufficient leave of absence with or without pay, to transfer to another position without reduction in compensation, and/or follow a prescribed treatment regimen until medically qualified to return to unrestricted duty. An employee may challenge the medical or psychological findings of the District by providing not less than two (2) professional opinions from outside physicians or mental health professionals at the employee's expense.

Section 5: Military Leave

As provided in the California Military and Veterans Code Section 395 et seq., and any amendment thereto, and the federal Uniformed Services Employment and Reemployment Rights Act of 1994, a District employee, regular, extra-help, or recurrent may be entitled to the following rights concerning military leave:

- (a) Definition – Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training (weekend drills), full-time National Guard duty, and a period for which an employee is absent for the purpose of an examination to determine the fitness of the person to perform any such duty.
- (b) Notice and Orders – All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, copy of military orders must accompany the request for leave.
- (c) Temporary Active Duty – Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered

duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave, step advances and benefits that would have been enjoyed had the employee not been absent, providing such employee has been employed by the District for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive their regular salary or compensation, pursuant to Section (e) of this Article.

- (d) Full-Time Active Duty – Employees who resign from their positions to serve in the Armed Forces for more than one hundred eighty (180) days, shall have a right to return to their former classification upon serving written notice to the appointing authority, no later than ninety (90) days after completion of such service. Returning employees are subject to a physical/psychological examination.

Should such employee's former classification have been abolished, then the employee shall be entitled to a classification of comparable functions, duties, and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified.

The right to return to former classification shall include the right to be restored to such civil service status as the employee would have if the employee had not so resigned; and no other person shall acquire civil service status in the same position so as to deprive such employee of this right to restoration.

Eligible employees are also entitled to the reemployment and benefit rights as further described in the Uniformed Services and Employment and Reemployment Rights Act, 38 U.S.C. Sections 4301-4333. Specifically, a returning employee will receive restoration of original hire and benefit date, salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with provisions contained herein), the retirement plan contribution rate and retirement system contributions (provided the employee complies with any requirements established by the Retirement Board). However, such employee will not have accrued vacation, sick leave, or other benefit while absent from District employment, except as provided in the temporary duty provision.

- (e) Compensation – This provision does not include an employee's attendance for inactive duty, commonly referred to as weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. Employees cannot be required to use their

accrued leave. Any employee meeting the requirements in (c) and (d) shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such leave. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the thirty (30) calendar days.

- (f) Extension of Benefits – The District recognizes the increased requirements of the military due to the current threats facing the United States of America. Employees who are called to active duty as a result of the activation of military reservists beginning in September 2001, and are eligible to receive the thirty (30) calendar day military leave compensation shall receive the difference between their base District salary and their military salary starting on the 31st calendar day of military leave. The difference in salary shall be provided from August 26, 2003, through June 25, 2004. During this period, the District will continue to provide the employee the benefits and all leave accruals as were provided prior to such active duty. Retirement contributions and credit will be granted if the employee had enough pay to cover the entire contribution. If the employee does not receive enough pay to cover the retirement contribution, no contribution or credit will be given. If upon return from leave the employee complies with all requirements of the Board of Retirement, then the employee shall also receive the retirement pick-up allowed by the MOU. Employees should note that the Accidental Death and Dismemberment (AD&D) plan contains a war exclusion.

If the employee becomes eligible for full District payment for the first 30 days of military leave provided in (c) of this Article, the extended payments provided under this Section shall be suspended and shall be continued after the 30 days compensation has been completed.

After June 25, 2004, no compensation shall be paid beyond the 30-day leave period, unless such compensation is expressly approved by the Board of Supervisors. The District may unilaterally extend the benefits of this subsection upon the approval of the Board of Supervisors.

- (g) Vacation and Military Leave – Employees shall not be permitted to take vacation or other accrued leave in lieu of the military leave provisions provided in Section (c) of the Article. Employees may elect to use accrued leave time, except sick leave, in lieu of the integrated pay in Section (f) of this Article under the following conditions:

1. The employee must decline in writing the benefits of Section (f) of this Article prior to the due date of the Time and Labor Report (TLR). The employee must include the dates for which he/she is declining the benefit.
2. The employee must use accrued leave time for the entire pay period (i.e., District pay will not be integrated with military pay for partial pay periods).
3. Such written declination cannot be revoked or amended at a later date for a pay period for which the TLR has already been submitted.

4. Benefits, leave accruals, and pay will be administered per normal procedures for vacation pay; no additional benefits otherwise granted under this Article will be available.

Employees may elect to use accrued leave time, except sick leave, once all paid benefits have been exhausted.

Section 6: Political Leave

Any employee who is a declared candidate for public office shall have the right to a leave of absence without pay for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence without pay contained herein.

Section 7: Special Leaves of Absence Without Pay

There are four types of leaves of absences. All requests must be in writing and require the approval of the appointing authority or designee and the Director of Human Resources or designee. Upon request, the appointing authority or designee and the Director of Human Resources or designee may grant successive leaves of absence. All benefits shall be administered in accordance with the appropriate article of the MOU.

- (a) Leaves of absence with right to return. Leaves of absence with right to return may be granted to employees in regular positions for a period not exceeding one (1) year. The employee remains in his/her position.
- (b) Family leave. Leaves of absence will be granted in accordance with the federal Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and/or Pregnancy Disability Leave (PDL) provision under Fair Employment and Housing Act (FEHA). This leave can be concurrent with use of paid leave or leave of absence without pay with right to return.

An employee on an approved leave of absence without pay under this provision will continue to receive the benefits outlined in the Benefit Plan article of this agreement for a period of six (6) pay periods. Certification from a health care provider is required for all instances of medical leave under this provision. Employees are required to inform supervisors of the need for leave at least thirty (30) days before commencement where possible.

In instances where the leave is for the birth or placement of a child and both husband and wife are District employees, both employees are limited to a total of 12 weeks between them.

- (c) Leaves of absence without right to return.

1. Definition - Leaves of absence without right to return may be granted to

employees with regular status for a period not to exceed one (1) year. Employees without right to return shall be removed from their position. All leave benefits shall be administered as if the employee has been terminated; retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

2. Benefits upon rehire - An employee who is reemployed within ninety (90) days after the expiration of the leave of absence without right to return shall retain the following benefits:

- Hire date;
- Benefit date for purposes of leave accruals and step advances; except that the benefit date will be advanced for the period of time the employee is on leave of absence without right to return;
- Any sick leave accruals that had not been cashed out will be restored;
- Credit for years of service toward the seven percent (7%) retirement system contribution shall be retained, but no credit shall be given during the leave of absence.

3. Rehire process - An employee may be reemployed in the same department in the classification from which the employee took the leave of absence with the approval of the appointing authority and the Director of Human Resources. Alternatively, the employee must apply through Human Resources by the last day of the leave of absence. The employee will be placed on the eligible list for the classification from which he/she took the leave of absence without examination. Placement on the eligible list will be administered in accordance with the requalification provisions of the Personnel Rules. The employee shall be required to serve a new probationary period. The Director of Human Resources or designee has the discretion to waive the requirements to serve a new probationary period.

(d) Medical Leave of Absence.

1. Definition - A medical leave of absence of up to one (1) year may be granted to employees with regular status who suffer from catastrophic illness or serious mental illness. Such leave of absence will be granted only after FMLA, CFRA and/or PDL have been exhausted. The employee is responsible for providing documentation from a qualified health practitioner prior to approval. The County retains the right to request medical documentation regarding the employee's continued incapacity to return to work.

The employee will be removed from his/her position so that the department may fill behind the employee. All leave benefits shall be administered as if the employee has been terminated; retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to the federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

Upon the employee's ability to return to work or the expiration of the leave of absence, whichever comes first, the employee will have the right to return to the classification within the department from which he/she took a leave of absence when a funded vacancy for which the employee meets the qualifications is available. If the employee does not return to the work by the expiration of date of the leave, or the soonest date after that for which the department has a vacancy, the employee relinquishes the right to return. The employee will serve a new probationary period with no right to return to former classification.

- (i) Upon return from a medical leave of absence, the employee shall retain the benefits described under section (c)2 above.
- (ii) The Medical Leave of Absence provision may be removed by either party at the conclusion of this agreement.

Section 8: Jury Duty Leave

Employees in regular positions who are ordered to serve jury duty shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage. Such employees will further be required to deliver a "Jury Duty Certification" form at the end of the required jury duty to verify such service. When practicable, the appointing authority will convert an employee's regular tour of duty to a day shift tour of duty during the period of jury duty. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time. Employees volunteering for Grand Jury duty shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury, in the same manner as provided in Section 7 of this Article.

Section 9: Examination Time

Employees in regular positions with regular status at the time of application shall be entitled to a reasonable amount of time off with pay for the purpose of taking County/District promotional examinations or for selection interviews. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Such time off shall not be charged against any accumulated leave.

LIFE INSURANCE

Section 1: Accidental Death and Dismemberment Insurance

The District agrees to pay the premium for a ten thousand dollar (\$10,000) Accidental Death and Dismemberment policy for each employee. This benefit shall only apply to employees in regular positions budgeted more than forty (40) hours per pay period.

Any employee may purchase additional amounts of Accidental Death and Dismemberment Insurance coverage for themselves and dependents through payroll deduction according to the following schedule:

EMPLOYEE COVERAGE	DEPENDENT COVERAGE		
	SPOUSE ONLY	SPOUSE and EACH CHILD	
\$10,000	\$5,000	\$4,000	\$500
25,000	12,500	10,000	1,250
50,000	25,000	20,000	2,500
100,000	50,000	40,000	5,000
150,000	75,000	60,000	5,000
200,000	100,000	80,000	5,000
250,000	125,000	100,000	5,000

The District agrees to provide these benefits subject to carrier requirements. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the District.

New employees shall become eligible to participate in these programs on the start of the pay period following completion of 1040 hours of satisfactory service. Note: Employees eligible for the foregoing programs of insurance will be covered for the insurance on the date the insurance becomes effective, or in the case where the employee is absent on the date the insurance becomes effective because of illness, the insurance will commence on the date of return to work.

Section 2: Term Life Insurance

The District further agrees to make available to each employee a group term life insurance program wherein the employee may purchase, through payroll deductions, term life insurance in amounts equivalent to one (1) or two (2) times the employee's annual gross earnings.

The District agrees to provide these benefits subject to carrier requirements. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the District. New employees shall become eligible to participate in these programs on the start of the pay period following completion of 1040 hours of satisfactory performance.

Note: All persons eligible for the foregoing program of insurance will be covered for the insurance on the date the insurance becomes effective, or in the case where the employee is absent on the date the insurance becomes effective because of illness, the insurance will commence on the date of return to work.

The District agrees to pay the premium for a \$20,000 for term life insurance policy for all employees. This benefit shall only apply to employees who have been appointed to a regular position budgeted for more than forty (40) hours per pay period.

MEDICAL EMERGENCY LEAVE

The particulars of the Medical Emergency Leave Policy are as follows:

- (a) The employee must have regular status (not probationary) with the District.
- (b) The employee must meet all of the following criteria before he or she becomes eligible for Medical Emergency Leave donation: (1) be on an approved medical leave of absence for at least thirty (30) calendar days, 160 working hours exclusive of an absence due to a work related injury/illness; (2) submit a doctor's off-work order verifying the medical requirement to be off work for a minimum of thirty (30) calendar days, 160 working hours; (3) have exhausted all available leave balances; (4) have also recorded at least eighty (80) hours of sick leave without pay.
- (c) An employee is not eligible for Medical Emergency Leave if he or she is receiving Worker's Compensation benefits. An employee eligible for state disability insurance and/or Short-Term Disability must agree to integrate these benefits with Medical Emergency Leave.
- (d) Vacation, Holiday, Annual Leave, or Administrative Leave, as well as Compensatory Time, may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours, not to exceed a total of fifty percent (50%) of an employee's yearly Vacation, Holiday, Annual, Administrative Leave, or Compensatory Time accruals (whichever is applicable). The donation may be made for a specific employee, regardless of rank or occupational unit, on the time frames established by the

Human Resources Division. The employee (donee) receiving the Medical Emergency Leave will be taxed accordingly.

- (e) The donation is to be for the employee's Medical Emergency Leave only; the donation to one (1) employee is limited to a total of one thousand forty (1,040) hours per fiscal year.
- (f) The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment. Job and/or personal stress (not result of a diagnosed mental disorder) is specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, subject to review by the County's Wellness Center or medical designee, is required.
- (g) The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit monies per the requirement of the Benefit Plan Article, or the requirement of the Federal and State Family Leave Acts, as applicable to the individual employee. An employee receiving leave under this program is not eligible for receipt of any accruals such as vacation, administrative leave, holiday, sick leave, or retirement credit.
- (h) Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's hourly base salary, exclusive in both instances of overtime, differentials and the like as the singular purpose of this program is to provide financial assistance.
- (i) Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals to be utilized as follows:
 - 1. An employee who resigns while on Medical Emergency Leave, or the beneficiary of an employee who dies while on Medical Emergency Leave, shall be paid at one hundred percent (100%) of his/her base hourly rate of pay for all unused Medical Emergency Leave at time of resignation or death in accordance with payroll procedures established by the County Auditor/Controller.
 - 2. An employee on Medical Emergency Leave who has received the approval of his/her physician and the County's Occupational Health Officer to return to full-time work shall have all unused Medical Emergency Leave converted to an equal amount of sick leave which will be available to the employee according to the Section on Sick Leave.
 - 3. An employee on Medical Emergency Leave who has received the approval of his/her physician and the County's Wellness Center to return to work on a part-time basis (less than the employee's normally scheduled hours of work per pay period), or on modified duty, may record a combined total of work time and Medical Emergency leave not to exceed each pay period the lesser of eighty (80) hours or the employee's modified hours of work.

- (j) The donation shall be administered on a specific basis where so designated with instances charged to the Medical Emergency Leave donation for the actual administrative costs.
- (k) Solicitation of donors shall be regulated by the Human Resources Division, names of donors are to be confidential, the privacy rights of the donee upheld per legal requirements.
- (l) All donors and donees shall sign release forms designed, retained and effected by the Human Resources Division.

MERIT ADVANCEMENTS

It is agreed that a work performance evaluation shall be completed by the employee's immediate supervisor within sixty (60) working days prior to the employee's step advance benefit date for all employees in this Unit who are below the top step of their salary range. If such employee is evaluated as "Meets Job Standards" or better, the employee will be granted the step advancement effective on the employee's salary benefit date.

The employee's immediate supervisor shall notify the employee in writing of inadequate work performance no less than thirty (30) workdays prior to the employee's receipt of the work performance evaluation.

If no work performance evaluation is filed, or if an employee receives an overall "Unsatisfactory" or "Improvement Needed" evaluation, the employees step advance may not be granted on the date due.

In cases where no work performance evaluation is filed an employee should contact the supervisor, who must complete and file the work performance evaluation within five (5) working days. If the employee is rated as "Meets Job Standards" or better, the employee will be granted the step advancement retroactive to the employee's salary benefit date.

A denied step advancement can be granted following any sequence of the thirty (30) day review period for the employee's performance.

It is agreed that the performance of any employee without regular status must be rated as "Meets Job Standards" or better prior to granting any merit step advancement.

MODIFIED AGENCY SHOP

AII EXCEPT SUPERVISORY CLASSIFICATIONS

Current employees in the Unit who are now SBPEA members shall remain SBPEA members for the period of this Agreement. Employees who are hired after this Agreement is approved by the Board of Supervisors, and who are in a job classification within the representation unit of SBPEA covered by this Agreement, shall within the first pay period from the date of commencement of duties as an employee, become a member of SBPEA or pay to SBPEA a fee in an amount equal to SBPEA's biweekly dues; provided, however, that the unit member may authorize payroll deduction for such fee. Excepted from the above are extra-help and recurrent employees.

Dues withheld by the District shall be transmitted to the SBPEA Officer designated in writing by SBPEA as the person authorized to receive such funds, at the address specified.

The parties agree that the obligations herein are a condition of continued employment for Unit members. The parties further agree that the failure of any Unit member covered by the Article to remain a member in good standing of SBPEA or to pay the equivalent of SBPEA dues during the term of this Agreement shall constitute, generally, just and reasonable cause for termination.

The District shall not be obligated to put into effect any new, changed or discontinued deduction until a payroll deduction card is submitted to the Auditor/Controller-Recorder in sufficient time to permit normal processing of the change or deduction.

No unit member shall be required to join SBPEA or to make an agency fee payment if the Unit member is an actual, verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such Unit member has verified the specific circumstances. Such employee must, instead arrange with SBPEA to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religion charitable fund, tax-exempt under Section 501(c)(3) of the Internal Revenue Code (IRC), chosen by the employee, from the following: District Employees Combined Giving Campaign; Teddy Bear Tymes; the Salvation Army. SBPEA shall be responsible for determinations under this paragraph.

SBPEA shall be fully responsible for expending funds received under this Article consistent with all legal requirements for expenditures of employee dues, which are applicable to public sector labor organizations.

Whenever a unit member shall be delinquent in the payment of dues or fees, SBPEA shall give the unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the District's Human Resources Division Manager. In the event the Unit member fails to cure said delinquency, SBPEA shall request, in writing, that the District initiate termination proceedings. The termination proceedings shall be governed by applicable laws and are specifically excluded from the Grievance Procedure.

The District shall not deduct monies specifically earmarked for a Political Action Committee or other political activities.

SBPEA shall keep an adequate itemized record of its financial transactions and shall make available annually to the District and, upon request to the employees who are members of SBPEA within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its President and Treasurer or corresponding Principal Officer or by a Certified Public Accountant. A copy of financial reports required under or referred to in the Labor-Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement.

This organizational security arrangement shall be null and void if rescinded by a vote of employees in the unit pursuant to Government Code Section 3502.5(b). SBPEA hereby agrees to defend, indemnify and hold harmless the Districts and its officers and employees from any claim, loss, liability or cause of action of any nature whatsoever arising out of the operation of this Article.

SBPEA's indemnity and liability obligation is more fully set forth as follows:

- (a) SBPEA shall defend, indemnify and hold harmless the Districts and its officers and employees from any claim, loss, liability, cause of action or administrative proceeding arising out of the operation of this Article. Upon commencement of such legal action, administrative proceeding, or claim, SBPEA shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against the District or its officers and employees because of any application of this Article shall be compromised, resisted, defended, tried or appealed. Any such decision on the part of SBPEA shall not diminish SBPEA's defense and indemnification obligations under this Agreement.
- (b) The District, immediately upon receipt of notice of such claim, proceeding or legal action shall inform SBPEA of such action, provide SBPEA with all information, documents, and assistance necessary for SBPEA defense or settlement of such action and fully cooperate with SBPEA in providing all necessary employee witnesses and assistance necessary for said defense. The cost of any such assistance shall be paid by SBPEA.
- (c) SBPEA upon its compromise or settlement of such action or matter shall immediately pay the parties to such action all sums due under such settlement or compromise. SBPEA, upon final order and judgment of a Court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owing under such order and judgment.

OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is before the Board of Supervisors, neither SBPEA nor District Administration, nor their authorized representatives will appear before the Board of Supervisors individually or collectively to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ON CALL

Employees in regular positions who are released from active duty but are required by their district to leave notice where they can be reached and be available to return to active duty when required by the district, shall be assigned to on-call duty, an employee shall be free to use the time for his or her own purposes.

On-call duty requires that employees so assigned shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) be able to respond to duty within an hour. The appointing authority may establish time periods to respond of more than one hour. Employees not assigned to on-call duty have no obligation to meet these requirements. Assignment of on-call duty and approval of compensation shall be made by the appointing authority based upon the need of the service. On-call duty shall be compensated at the rate of three dollars and twenty-five cents (\$3.25) per hour. Said compensation is exclusive of any other compensation which may be provided in the Article "Call Back." On-Call time shall not count as hours worked.

ONE TIME PAYMENT

Effective the first pay period following the approval of this Agreement by the Board of Supervisors, each employee in this Unit will be paid a one-time, lump sum amount of three-hundred ninety dollars (\$390.00).

OVERTIME

- (a) Policy - It is the policy of the District to discourage overtime except when necessitated by abnormal or unanticipated work load situations. It is the responsibility of the appointing authority or designee to arrange for the accomplishment of work load under their jurisdiction within the normal tour of duty of employees. The District has the right to require overtime to be worked as necessary.

(b) Employees in this unit whose positions are not exempt under FLSA shall be considered under the following overtime conditions:

1. Definition - Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period. For purposes of defining overtime, paid leave time shall be considered as time actually worked. Overtime shall be reported in increments of full fifteen (15) minutes and is noncumulative and nonpayable when incurred in units of less than fifteen (15) minutes. Overtime shall not affect leave accruals.
2. Overtime Compensation - Any employee authorized by the District Manager or authorized representative to work overtime shall be compensated at premium rates i.e., one and one-half (1 1/2) times the employee's regular rate of pay. In lieu of cash payment, and employee may accrue compensating time off at premium hours. Cash payment at the employee's regular rate of pay shall automatically be paid for any compensating time off accumulated in excess of one hundred (100) hours or for any such time which has not been taken within twenty-six (26) pay periods after performance thereof, or immediately prior to promotion, demotion or termination. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless the employee has chosen to accrue compensating time or computation cannot be made, in which case overtime compensation will be paid on the next regular payday after such computation can be made.
3. Variable Work Schedule - The District Manager, with the agreement of the affected employee, may arrange for that individual to take time off as is necessary to ensure that an employee's actual time worked does not exceed forty (40) hours within any given work period.
4. Work Period - The work period for purposes of overtime, established for employees in this Unit commences at 12:01 a.m. Saturday and ends at 12:00 a.m. (midnight) the following Friday of each week.

(c) Employees in this unit whose positions are exempt under the FLSA shall be considered under the following overtime conditions:

1. Definition - Overtime shall be defined as all hours actually worked in excess of eighty (80) hours during a pay period. For purposes of defining overtime, paid leave time shall be considered as time actually worked.

Time spent attending conferences, seminars and training programs shall not be considered as time actually worked. Overtime shall be reported in increments of full fifteen (15) minutes and is non-accumulative and non-payable when incurred in units of less than fifteen (15) minutes. Overtime shall not affect accruals.

2. Overtime Compensation - Any employee authorized by the District Manager or authorized representative to work overtime shall be compensated at straight time compensating time off. Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time off accumulated in excess of eighty (80) hours or any such time which has not been taken within twenty-six (26) pay periods after the performance thereof, immediately prior to said employee being promoted. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is payable, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.
3. Variable Work Schedule - The District Manager shall have the right to direct an employee to take such time off as is necessary to insure that an employee's actual time worked does not exceed eighty (80) hours within any given pay period.

PAY PERIOD

A pay period shall be comprised of fourteen (14) calendar days. The first pay period under this Agreement shall commence at 12:01 a.m., Saturday, January 11, 2003, and shall end at 12:00 a.m., (midnight) on the second Friday thereafter. Each subsequent fourteen (14) day period shall commence on the succeeding Saturday at 12:01 a.m. and shall end at midnight on the second Friday thereafter. Paychecks shall be issued on the second Thursday following the end of the preceding pay period, provided that the Auditor-Controller may issue pay checks at an earlier date if possible.

PHYSICAL FITNESS

The parties agree that physical and mental fitness of District employees are reasonable requirements to perform the duties of the job and instill public confidence.

Recognizing these important factors the parties agree that during the term of this agreement the District may require medical and psychological assessments of employees provided the District pays and provides time off without loss of pay for such assessments.

Any remedial or treatment action shall be the full responsibility of the employee, except as otherwise provided by law.

PROBATIONARY PERIOD

With the exception of Emergency Services Officers, the probationary period for positions in this Unit shall be 1040 hours of satisfactory work performance. The probationary period for Emergency Services Officers shall be 2040 hours of satisfactory work performance. Any employee who is promoted in this Unit shall be required to serve a 1040 hour probationary period (2040 hours for Emergency Services Officers), unless waived by the Human Resources Division Manager, in accordance with the Personnel Rules.

The probationary period ends at the end of the day in which the employee has completed the required number of service hours.

The probationary period will be automatically extended for each hour during which the employee is on leave without pay. In situations where the employee is on continuous paid sick leave for eighty (80) or more consecutive hours, or on modified duty for occupational or non-occupational reasons, the probationary period may be extended at the discretion of the appointing authority, or designee. Such extension is in addition to the eighteen (18) pay period extension allowed by the Personnel Rules for the Board Governed Special Districts.

PROMOTIONS

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive at least the entrance rate of the new range or approximately a five percent (5%) increase which ever is greater; provided that no employee is thereby advanced above step 11 (or final) step of the higher base salary range. Promoted employees shall serve a 1040 hour probationary period (2080 hours for Emergency Services Officers) unless waived by the Human Resources Division Manager, SDD/Fire, pursuant to appropriate provisions of the Personnel Rules for Special Districts.

At the discretion of the appointing authority and with the approval of the Human Resources Division Manager, SDD/Fire, an employee may be placed at any step within the higher base salary range. Promotions shall be effective only at the beginning of a pay period unless an exception is approved by the Human Resources Division Manager, SDD/Fire.

PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal and State laws and regulations. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of those Federal or State enactments or is otherwise held to be invalid or unenforceable by any court or competent jurisdiction, such part or provisions shall be suspended or superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby. If any part or provision of this Memorandum of Understanding is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or

superseded part or provision with the understanding the total compensation to employees under this Memorandum of Understanding shall not be reduced or increased as a result of this Article. The parties hereto agree to refrain from initiating any legal action or taking individual or collective action that would invalidate Articles of this Memorandum of Understanding.

REEMPLOYMENT

- (a) A regular employee who has terminated District employment and who is subsequently rehired in the same classification in a regular position must begin the first day of work within one hundred and eighty (180) calendar days (i.e., beginning the first day of work by the one hundred eighty-first day), may receive restoration of salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with the Article "Leave Provisions"), and the Retirement Plan contribution rate (provided the employee complies with the requirements established by the Retirement Board) subject to approval and conditions established by the Human Resources Division Manager, SDD/Fire. The employee shall suffer loss of seniority and be required to serve a new probationary period, unless such requirements are waived by the Human Resources Division Manager, SDD/Fire.
- (b) A regular employee who has terminated District employment and who is subsequently rehired to a regular position in the same job family must begin the first day of work within one hundred and eighty (180) calendar days (i.e., beginning the first day of work by the one hundred eighty-first day), may receive restoration of vacation accrual rate, sick leave, and retirement contribution rate in the same manner as described above. Such employees shall also suffer loss of seniority and be required to serve a new probationary period, unless such requirements are waived by the appointing authority.
- (c) A regular employee who has terminated District employment, and who is subsequently rehired in another job family within a ninety (90) calendar day period, must begin the first day of work within ninety (90) calendar days and beginning the first day of work by the ninety-first day, may receive restoration of salary step (in the instance of rehire in the same classification), vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with the Article "Leave Provisions"), and the Retirement Plan contribution rate (provided the employee complies with any requirements established by the Retirement Board), subject to the approval and conditions established by the appointing authority. The employee shall suffer loss of seniority and be required to serve a new probationary period, unless such requirements are waived by the appointing authority.

RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during December 2004 a written request to commence negotiations, as well as its written proposals for such successor Memorandum of Understanding. Upon receipt of such written proposals, negotiations shall begin no later than thirty (30) calendar days after such receipt.

The first order of business shall be negotiation of ground rules. By conclusion of the second meeting, ground rules shall be established regarding the form and procedure for exchanging further proposals and counter-proposals.

REST PERIODS

Employees shall be entitled to rest periods in accordance with the schedule contained herein. Rest periods shall be scheduled in accordance with the requirements of the District, but in no instance shall rest periods be scheduled within one hour of the beginning or ending of a tour of duty or meal period, nor shall such time be cumulative nor used to report to work late or leave early.

Rest periods shall be considered as time worked. Employees required to work beyond their regular tour of duty shall be granted a ten (10) minute rest period for each two (2) hours of such work.

Regularly Scheduled Tour of Duty	Number and Limit of Rest Period
After 3 hours and through 6 hours	One – 15 Minute Rest Period
After 6 hours and through 8 hours	Two – 15 Minute Rest Periods
After 8 hours and through 10 hours	Two – 20 Minute Rest Periods
After 10 hours	One – 25 Minute Rest Period and One – 20 Minute Rest Period

RETIREMENT SYSTEM CONTRIBUTION

Section 1: Eligibility

Under the provisions of the County Employee's Retirement Law of 1937, all employees in regular positions who are scheduled to work for a minimum of forty (40) hours per pay period shall

become members of the San Bernardino County Employees Retirement Association (SBCERA).

Exception: Employees first hired at age 60 or over may choose not to become a member of SBCERA at the time of hire. If this election is made, the employee will participate in the County's PST Deferred Compensation Retirement Plan. Said employee shall contribute five percent (5%) of the employee's biweekly gross earnings and the County shall contribute two and one-half percent (2.5%) of the employee's biweekly gross earnings. The employee's contributions to the PST Deferred Compensation Retirement Plan shall be automatically deducted from employee's earnings. Maximum total contributions shall be seven and one-half percent (7.5%) of the employee's maximum covered wages for Social Security purposes. Employees shall enroll in the Plan on forms approved by the Human Resources Division Chief, Employee Benefits and Services.

Employees who made the election not to be a member of the SBCERA prior to December 30, 2000, and were receiving the County's seven percent (7%) pick up in cash as described in Section 2 of this Article, shall continue to receive the seven percent (7%) retirement pick up. Employees who make this election on or after December 30, 2000, shall not be provided the pick up as described in Section 2.

Section 2: District Contributions

For eligible employees, the District will pick up a portion of the employee's required contribution to the San Bernardino County Employees' Retirement Association in the amount of seven percent (7%) of the employee's earnable compensation as defined in the San Bernardino County Retirement Board bylaws.

The employee must choose to have the contributions designated as all employer or all employee contributions for retirement purposes. If the employee designates the pickup as employer contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of the actuarial value of that dollar to the Retirement Association as determined by the Board of Retirement; and the employee may not withdraw this contribution from the Retirement Association.

If the employee designates the pickup as employee contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of one dollar; and upon separation without retirement, an employee may withdraw this contribution from the Retirement Association. Upon retirement or separation, all contributions applied under this Section will be considered for tax purposes as employer-paid contributions.

If the employee does not file a designation, the contributions shall be made as employee contributions. Employees receiving Retirement System contributions under the Benefit Plan in effect prior to the effective date of this Article shall continue to have contributions under this Article applied (as employer or employee contributions for retirement purposes) in the same manner as previously applied for the employee until a revised designation is made by the employee.

Any dollars which are remaining after all retirement system obligations are fully satisfied shall be paid to the employee in cash.

Section 3: Remaining Employee Contributions

Any employee Retirement System contribution obligations which are not paid by the application of Section 1 of this Article shall be “picked up” for tax purposes only pursuant to this Section. The Auditor/Controller-Recorder shall implement the pick up of such Retirement System contributions under Internal Revenue Code Section 414(H)(2) effective with the earnings paid and contributions made on and after the effective date of this Article.

The District shall make member contributions under this Section on behalf of the employee which shall be in lieu of the employee’s contributions and such contributions shall be treated as employer contributions for purposes of reporting and wage withholding under the Internal Revenue Code and the Revenue and Taxation Code. The amounts picked up under this Section shall be recouped through offsets against the salary of each employee for whom the District picks up member contributions. These offsets are akin to a reduction in salary and shall be made solely for purposes of income tax reporting and withholding. The member contributions picked up by the District under this Section shall be treated as compensation paid to District employees for all other purposes. District paid employer contributions to the County’s Retirement System under this Section shall be paid from the same source of funds as used in paying the salaries of the affected employees. No employee shall have the option to receive the Retirement System contribution amounts directly instead of having them paid to the County Retirement System.

Upon retirement or separation, all contributions picked up under this Section will be considered for tax purposes as employer-paid contributions. Contributions under this Section shall be applied (as all employer or all employee contributions with the same value and restrictions) for Retirement System purposes in the same manner as the contributions under Section 1 of this Article.

Section 4: Special Provisions

Employees who have thirty (30) years of service credit and no longer make retirement contributions under the provisions of the County Employee’s Retirement Law of 1937 and employees over age 60 in a regular position who chose not to be a member of the Retirement Association prior to December 30, 2000, shall be paid in cash seven percent (7%) of earnable compensation as defined by the bylaws of the Retirement Board.

This Article shall only apply to employees who are members of the Retirement Association and are eligible for participation under the Benefit Plan Article. The provisions of this Article shall be applied each pay period.

Section 5: Retirement Formula 3% at 50

The District agrees to adopt a resolution to make Section 31664.1 of the Government Code (3% at 50 Retirement Formula) applicable to eligible Safety members of this Unit on October 1, 2003. The District further agrees to adopt a resolution pursuant to Section 31678.2 of the Government Code to make Section 31664.1 applicable to all prior safety retirement service credit for each eligible employee in this Unit.

The parties agree that upon implementation of these resolutions, the eligible Safety employees in this Unit shall be required to pay an additional 2.5% of compensation, earnable on a pre-tax basis, each pay period into the Retirement System, above and beyond the employee contribution rates established by the Board of Retirement on an annual basis.

Implementation of this Article on October 1, 2003, is contingent upon implementation of 3% at 50 for all active Safety retirement members of SBCERA.

Section 6: Survivor Benefits for General Retirement Members Administered by San Bernardino County Employees Retirement Association (SBCERA)

Survivor Benefits are payable to employed general retirement members with at least 18 months continuous retirement membership pursuant to Section 31855.12 of the County Employees Retirement Law of 1937. An equal, non-refundable employer and employee biweekly contribution will be paid to SBCERA as provided in annual actuarial study.

SALARY ADJUSTMENT

Section 1

Upon adoption of the MOU by the Board of Supervisors, the classifications of Computerized Mapping Technician I, and GIMS Coordinator shall be removed from this Unit, and the classifications indicated below by an asterisk (*) shall be included in this Unit. The parties jointly agree that the following base salary ranges shall be applicable on the dates indicated for the appropriate classifications for the period commencing January 1, 2003, and ending June 24, 2005.

CLASSIFICATION	Salary Range Effective January 1, 2003
Emergency Services Officer	AX1
E.M.S. Support Officer	AW9
Equipment Parts Chaser*	AA3
Facilities Attendant*	AK6
Fire Prevention Officer	AW1
Fire Prevention Specialist	AV9
Fire Prevention Supervisor	AW8
Lead Mechanic	AX5
Maintenance Specialist	AV6
Mechanic	AX4
Parts Attendant*	AU5
Storekeeper I*	AA3
Storekeeper II*	AU5

Storekeeper III	AB5
Vehicle Parts Specialist*	AV5

All classifications shall receive pay increases of two percent (2%) effective July 12, 2003, one and one-half percent (1½%) effective January 10, 2004, one and one-half percent (1½%) effective July 10, 2004, and one and one-half percent (1 ½%) effective January 8, 2005.

Section 2

For purposes of this Agreement, base salary range shall mean the salary range assigned to a specific classification as provided in Section 1 of this Article. Base salary rate shall mean the hourly rate of pay established pursuant to the step placement within the base salary range as provided in this Agreement as appropriate. Salary ranges shall be those provided in the Basic Salary Schedule established for Special District employees. Employees shall be compensated in accordance with established district practices unless specifically modified by this Agreement.

SALARY RATES AND STEP ADVANCEMENTS

New employees shall be hired at the "1" step of the established base salary range, except as otherwise provided in this Agreement. Variable entrance steps may be established if justified by recruitment needs through Step 11 with the approval of the Fire Chief and Human Resources Division Manager, SDD/Fire.

Except for promotions, all step advancements shall be based upon two (2) step increments in the base salary range except in those cases in which movement to the "11" (or final) step requires only a one-step increment.

Within the base salary range, all step advancements will be made at the beginning of the pay period following the pay period in which the employee completes the required number of service hours. Approval of advancement shall be based upon satisfactory work performance, completion of required service hours in the classification and upon the appointing authority's recommendation.

Advancement to the "3" (or next) step shall be contingent upon the completion of thirteen (13) pay periods of satisfactory work performance on the "1" (or hire) step. Advancement to the "5" (or next) step shall be contingent upon completion of twenty-six (26) pay periods of satisfactory work performance on the "3" (or second) step. Advancement to the "7" (or next) step shall be contingent upon completion of twenty-six (26) pay periods of satisfactory work performance on the "5" (or third) step. Advancement to the "9" (or fifth) step shall be contingent upon completion of twenty-six (26) pay periods of satisfactory work performance on the "7" (or fourth) step. Advancement to the 11 (or final) step shall be contingent upon completion of twenty-six (26) pay periods of satisfactory work performance on the 9 (or fifth) step. As defined in this Agreement, thirteen (13) pay periods shall be equal to one thousand forty (1040) regularly scheduled hours worked; twenty (20) pay periods shall be equal to one thousand six hundred (1600) regularly

scheduled hours worked; and twenty-six (26) pay periods shall be equal to two thousand eighty (2080) regularly scheduled hours worked.

An employee whose step advancement is denied shall not be eligible for reconsideration for step advancement except as provided in the Article "Merit Advancements." The time required for step advancement shall be extended by any time spent on leave without pay which exceeds forty (40) hours in any pay period. The Human Resources Division Manager, SDD/Fire may authorize the adjustment of the salary step or salary rate of an employee to correct any payroll error or omission, including any such action which may have arisen in any prior fiscal year, or to correct any salary inequity.

STANDARD TOUR OF DUTY

The standard tour of duty represents the time that an employee is regularly scheduled to work. A regularly scheduled tour of duty which commences before midnight and ends the following day shall be reported for payroll purposes as time worked for the day in which the tour of duty began.

The appointing authority shall establish the actual number of hours which comprises the standard tour of duty for each position. The standard tour of duty for employees in the classifications listed in the Article "Salary Adjustment" is forty (40) hours per week. The appointing authority may modify or change the number of hours in a standard tour of duty for each position to meet the needs of the service. When the appointing authority finds it necessary to make such modifications or changes they shall notify the affected employee(s) and SBPEA indicating the proposed change prior to its implementation. When such modification or change would affect the standard tour of duty of a significant number of employees, and when SBPEA requests to meet and confer, the parties shall expeditiously meet and confer regarding the impact the modification or change would have on the employees. The phrase "significant number" shall mean: (a) a majority of the employees in this Unit; (b) a majority of employees within a district, division, or work unit; or (c) a majority of employees within a specific classification in this unit.

STANDBY

Employees in regular position's who are released from active duty but are required by their district to meet the following restrictions, shall be assigned to standby duty. Standby duty requires that employees so assigned shall: (1) be ready to respond immediately; (2) be reachable by telephone or other communicating devices; (3) be able to report to active duty within a specified period of time; and (4) refrain from activities which might impair their ability to perform assigned duties. Assignment of standby duty and approval of compensation shall be made by the appointing authority based upon the need of the service. Standby duty shall be compensated at minimum wage as provided in the Fair Labor Standards Act for each full hour of standby duty. Said compensation is exclusive of any hours worked under provisions of the Article "Call Back." Standby hours under this Article shall count as hours for overtime purposes. This article is effective the first pay period after adoption by the Board of Supervisors.

STATE DISABILITY INSURANCE

The Districts agree to pay the premium for state disability insurance for each employee in a regular position.

TEMPORARY PERFORMANCE OF HIGHER LEVEL DUTIES

Employees directed to continuously perform duties in a vacant higher level regular position for which funds have been appropriated, or employees who have been given the temporary assignment of a project involving the performance of more difficult duties and requiring greater level of skill(s) may be granted additional compensation. No award shall be made in any situation related to a vacation, short-term illness or other temporary relief. For the purpose of the Article, temporary is defined as six (6) weeks or less. The duration of such assignments are not intended to exceed one (1) calendar year.

- (a) Eligibility Criteria – Employees will normally have regular status and not be in a probationary or trainee status. There must be evidence of the employee's ability to competently perform the new assignment as determined by the Human Resources Division Manager, SDD/Fire or designee, and the employee shall be required to meet standards for satisfactory performance. Appointments to regular positions of trainees or underfills are exempt from the provisions of this Article.
- (b) Assignment Criteria
 - 1. For purposes of this Article, a vacant position is defined as an authorized regular position for which funds have been appropriated and which may be:
 - (i) An unoccupied position due to attrition;
 - (ii) A position from which the incumbent is on extended leave of absence. An incumbent on vacation or holiday leave will not be considered to be on an extended leave of absence unless vacation or holiday leave are being used in lieu of sick leave, or as part of a Special Leave as defined in Section (7) of the Article on "Leave Provisions."
 - (iii) A new position authorized by the Board of Supervisors.
 - 2. The Fire Chief, or designee, shall certify in writing to the Human Resources Division Manager, SDD/Fire at the time of appointment that the employee meets minimum qualifications and is assigned and held responsible to fully perform all of the duties normally associated with the higher level position without limitation as to difficulty or complexity of assignments or consequence of action and that the employee shall be required to meet standards for satisfactory performance

normally required at the higher level position. This provision shall not be used to circumvent the merit system of promotion.

3. It shall be the responsibility of the Fire Chief, or designee, to initiate a request for an Assignment to Vacant Higher Level Position and to provide a copy of such request to the employee. Written requests may also be made by the employee or SBPEA via the Fire Chief, or designee. Requests for an Assignment to Vacant Higher Level Position should be initiated during the first thirty (30) calendar days of such assignment. Requests for retroactive payment of an Assignment to Vacant Higher Level Position must be filed with Human Resources as soon as possible, but not later than one (1) calendar year after assignment of the higher level duties and must be approved by the Human Resources Division Manager, SDD/Fire. Failure to meet this time limitation shall waive any and all rights to retroactive pay.
4. Compensation related to project assignments requires the temporary assignment of more difficult duties involving a greater level of skills. Such assignment may be made to allow for employee rotation, enhance upward mobility or to determine the impact of potential operational/organizational changes. The specific, temporary duties must be identified in writing.

(c) Compensation - Compensation shall be awarded in pay period increments.

1. Assignment to Vacant Higher Level Positions. Employees are eligible for an Assignment to Vacant Higher Level Position after they have worked in excess of one-hundred and sixty (160) hours, unless specifically waived by the employee. Employees performing the duties of a vacant higher level position shall be entitled to a salary rate increase to the higher level for time actually worked. The amount of the increase shall be determined as if the assignment had been a promotion. The employee shall be eligible for step advances in the higher level position in accordance with the Salary Rate and Step Advancement and Merit Advancement Articles.

The employee shall continue to receive benefits associated with his/her pre-assignment occupational Unit. Differentials and other compensation shall be paid only if applicable to the higher level position assignment. Overtime compensation shall be administered according to the FLSA status of the higher level position. Upon assignment to the higher level position, the employee's service hours for determining salary step in the pre-assignment position shall continue to accrue. Upon completion of assignment, the employee shall be returned to his/her former position classification. If, while on the temporary assignment, the employee's step due date occurs, the employee shall receive their salary step effective the pay period they are returned to their former classification; provided, however, that the employee received a Work Performance Evaluation of at least "Meets Job Standards" while on the temporary assignment. If the employee was due a step advance while on the temporary assignment and no evaluation has been

completed or if the employee was not rated at least "Meets Job Standards," the employee shall be evaluated within three (3) pay periods of return to former classification, and if rated at least "Meets Job Standards," the employee shall receive his/her step advance retroactive to the date of return to former classification. Under no circumstances will the step advancement be retroactive beyond the date of the return to former classification. Step placement upon promotion to the same or other higher level position following completion of the temporary assignment will be determined based upon salary rate in the pre-assignment position in accordance with the Promotions Article.

2. Special Assignment Compensation. Requests for Special Assignment Compensation may be initiated by the Fire Chief or designee, or an employee via the Fire Chief or designee. The requests for a salary rate increase should be initiated during the first thirty (30) calendar days of such assignment. Selected positions may be authorized for Special Assignment Compensation, rather than being permanently reclassified to a higher level, to allow for employee rotation to enhance upward mobility. It is important to obtain Human Resources Division review of the request in advance of the date the employee begins the assignment, because there is no guarantee the request will be approved. Temporary Performance Compensation is to be effective only with the Fire Chief or designee and the Human Resources Division Manager, SDD/Fire's written approval, assignment of the greater level of duties, and signed acceptance by the employee. The subsequent final and binding decision for application of Special Assignment Compensation as well as the amount to be awarded shall be determined in writing by the Fire Chief, or designee, and the Human Resources Division Manager, SDD/Fire within thirty (30) days following submission.

Special Assignment Compensation will be in the form of a bonus equivalent to a specified percentage of the employee's base pay. The Fire Chief, or designee, will determine the amount in increments of one-half percent ($\frac{1}{2}\%$) from a minimum of two and one-half percent ($2\frac{1}{2}\%$) up to a maximum of seven and one-half ($7\frac{1}{2}\%$). It is the responsibility of the requesting District to bear the cost of additional compensation. The bonus will be computed at the specified percentage of the current base pay of the employee for each pay period. Compensation is to be effective only with the written approval and assignment of the greater level of duties, with a signed acceptance by the employee. In no case will awards be made retroactively to the date preceding the date of approval by the Fire Chief, or designee.

The Fire Chief, or designee, and the employee bear mutual responsibility for adherence to the Special Assignment Compensation provision as defined above.

The Fire Chief, or designee, has the final and binding authority in the review process to apply or not apply Special Assignment Compensation and if awarded, the amount. Requests for Temporary Performance Compensation shall be reviewed by the Human Resources Division Manager, SDD/Fire or designee. Denial of compensation shall not be subject to review, appeal, or the grievance

procedure. At the end of the one (1) calendar year assignment, special compensation leave may be renewed by the Fire Chief, or designee.

TERM

The term of this Memorandum of Understanding shall commence at 12:01 a.m. January 1, 2003 and this Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of June 24, 2005. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. (midnight) of June 24, 2005, the terms and conditions of this Memorandum of Understanding shall be extended one (1) year or until a successor Memorandum of Understanding is adopted, whichever occurs sooner.

TOOL ALLOWANCE

Effective Date	Tool Allowance
January 10, 2004	\$300.00
January 8, 2005	\$325.00

The District agrees to make the following payment to the classifications of Mechanic and Lead Mechanic to serve as a tool allowance to compensate for any costs associated with tool purchase and replacement:

UNIFORM ALLOWANCE

The District will provide an account with a maximum of three hundred and thirty dollars (\$330) per calendar year for uniform purchase, replacement and maintenance for employees in the following classifications: Fire Prevention Officer, Fire Prevention Specialist, Fire Prevention Supervisor, EMS Support Officer.

UNION BUSINESS

One employee, designated by the Union to represent the employees of the Unit, shall be granted sixteen (16) hours paid time per calendar year to perform Union functions. Such functions to include attendance at Union meetings, conventions, conferences, seminars and conducting Union business.

UPGRADINGS

An upgrading is the reclassification of a position from one classification to another classification having a higher base salary. Whenever an incumbent employee is upgraded as a result of such reclassification, pursuant to the Personnel Rules for Employees of Board-Governed Special Districts, such employee's step placement in the new salary range shall be governed by the Article "Promotions."

VISION CARE INSURANCE

The District agrees to pay the premium for vision care insurance for non-safety employees and their dependents, as offered through the County and as approved by the County's Human Resources Division Chief, Employee Benefits and Services.

WORK DISRUPTION

The parties agree that no work disruptions shall be caused or sanctioned by SBPEA during the term of this agreement. Work disruptions include, but are not limited to: sit-down, stay-in, speed-up, or slowdown in any operation of the District, or any curtailment of work, disruption, or interference with the operations of the District. The parties shall endeavor to discourage any such work disruptions and make positive efforts to return employees to their jobs. The parties acknowledge that participation of any employee in a concerned work action against the District is grounds for disciplinary action, including termination. The parties agree that no lockout of employees shall be instituted by the District during the term of this Agreement, unless such work disruptions occur.